



**HEC MEETING AGENDA  
4 September 2014  
7:00 PM  
Town Hall- Selectman's Room**

**Dick Desrosiers – Chairman  
Tom Withka – Vice Chair  
Phil Bean – Selectman's Rep  
Irina Calante- Recorder  
Brian Betts  
Sunny Kravitz**

**The objective of this meeting is to allow the committee members to organize and unify in preparation for researching and executing a major project.**

**Pledge of Allegiance**

**Minutes of June meeting**

**Discussion of Committee Members Responsibilities/Activities**

**a. Membership status of Sunny Kravitz**

**What are our Goal/Objectives?**

**What are the options?**

**What is our strategy?**

**Status of RFP ?**

**Project Assignments**

**Adjourn**

**TOWN OF HAMPTON NH  
INVITATION TO BID**

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, will accept a sealed bid proposal on the following:

**Installation and Maintenance of a Solar Energy System at the  
Hampton Waste Water Treatment Facility  
Hardarts Way Hampton, NH 03842**

The Town has offered a non-mandatory pre-bid site visit at the Waste Water Treatment facility

Proposals are to be received by 3:00pm on Tuesday, July 1, 2014 at the Town Manager's office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed proposal envelopes must be clearly marked "WWT Solar System Proposal".

All proposals must be submitted in accordance with this document and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the proposal.

**A bid security in the amount of 10% of the bid, made payable to the Town of Hampton shall be submitted in the form of a certified check drawn upon a bank authorized to do business within the State of New Hampshire or a Bid Bond in favor of the Town of Hampton executed by a surety company authorized to do business in New Hampshire.**

The selected Contractor shall furnish both a 100% **PERFORMANCE BOND** and 100% **PAYMENT BOND** and shall be required to execute a contract within ten (10) days of the date of award, following notification of the acceptance of the proposal.

Once submitted, all proposals shall be held firm and not withdrawn for 30 days from the bid opening.

The Town of Hampton reserves the right to reject any or all bids and to award any bid in the best interests of the Town of Hampton. The decision of the Town Manager shall be final.

If further information is necessary, please contact Dick Desrosiers, Chairman Hampton Energy Committee at (603) 929-0635.

Frederick W. Welch  
Town Manager  
**Town of Hampton NH**

#### I. INTENT

It is the intention of the Town to award a contract to a qualified contractor for the design, installation, maintenance and operation of a solar energy system at the Waste Water Treatment Facility.

#### II. SPECIFICATIONS

All bids submitted shall be in conformance with all sections of this Request for Proposal, including any addenda distributed; all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

#### III. PROJECT LOCATION

Hampton Waste Water Treatment Facility, Hardarts Way, Hampton, NH 03842

#### IV. TECHNICAL PROPOSAL

1. Describe your proposal for the design, installation, maintenance, and operation of a photo-voltaic solar system to supplement the electric utility supply to the Waste Water Treatment Facility and to the Transfer Station
  - a. The proposed installation to be executed in three phases. Phase one must have a capacity of 100 KW. The capacity to double with each succeeding phase. Describe a schedule for installation and operation of the systems. Describe the milestones which will trigger the beginning of the next phase.
  - b. The system must be installed in accordance with New Hampshire Net Metering requirements of RSA 362-A:9, must include a back flow protection to the utility grid, and must be certified by the NH Public Utility Commission.

- c. Describe the on site location for the system and the methods of mounting and securing the solar panels. Describe the number and size of each panel and the total area to be utilized.
  - d. Describe the involvement and training of Hampton Public Works personnel.
- 2. Describe your proposal for the design, installation, maintenance, and operation of a Hot Water solar system to supplement the natural gas utility supply to the Waste Water Treatment Facility.
  - a. Describe the on site location for the system and the methods of mounting and securing the solar panels. Describe the number and size of each panel and the total area to be utilized.
  - b. Describe the involvement and training of Hampton Public Works personnel.

## V. FINANCIAL PROPOSAL

The Town of Hampton desires to enter into a Power Purchase Agreement (PPA) for the purpose of design, installation, maintenance and operation of the above solar systems. Describe the proposed terms under which the town will purchase the power produced by the proposed solar system.

- 1. Describe the options under which the town can buyout and own the systems
- 2. Describe any options for the town to purchase renewable Energy Credits
- 3. Describe proposed insurance coverage methods for out of warranty failure of major system components, i.e., solar panels and inverters. Describe the liability and property insurance to be included in the agreement.
- 4. The town will lease the space employed for this installation during ownership under the PPA. Lease rates to be negotiated at a later date.
- 5. Describe any special requirements relative to coordination with the Town of Hampton contract with Integrys Energy for the supply of electric power.

## VI. INDEMNIFICATION

In accepting the awarded contract, the selected contractor and any subcontractors employed by the selected contractor shall agree to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the work conducted under the contract, including the provision of the goods in order to perform the work.

## VII. CONTRACT AGREEMENT

The successful bidder will be required to enter into a contract agreement with the Town. This Request for Proposal, the drawings and the successful bidder's proposal shall become part of that contract.

If a written contract cannot be negotiated within 60 days of notification or cannot be executed by the selected contractor, the Town may, at its sole discretion and without liability, terminate all further negotiations and attempts to finalize the contract, and either enter into negotiations with the next lowest qualified bidder, or cancel the bid process.

## VIII. USE OF SUBCONTRACTORS

The use of subcontractors will be allowed for this project, and subcontractors are subject to the same requirements as the selected contractor.

The selected contractor shall provide evidence that the costs and expenses due to their subcontractors for any work hereunder have been paid in full before final payment is made by the Town of Hampton. Such evidence shall be accompanied by a written statement by the subcontractor on his letterhead certifying that payment has been made.

## IX. CONSTRUCTION SCHEDULE

Upon the execution of the contract with the selected contractor, the construction of the solar system shall commence within a reasonable time, depended upon material availability

It is understood that weather or other unforeseen conditions or acts of God may delay the work following the award. In such cases, the selected contractor will work with the Town to schedule a mutually acceptable start and/or completion date.

## X. CHANGE ORDERS

Change Orders must be pre-approved by the Town Manager or his designee prior to being implemented.

## XI. TERMINATION

The Town of Hampton, acting through the Town Manager, retains the right to terminate work and dismiss the selected contractor and any subcontractors for non-performance with five days written notice.

## XII. INSURANCE

The selected contractor shall submit to the Town of Hampton insurance certificates indicating the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Town of Hampton."

The Town shall be named as an additional insured on each insurance policy. The insurance that is required shall provide for adequate protection of the selected contractor and any subcontractors against damage claims, which may arise from work conducted under the contract, whether such work be done by the insured or by anyone employed by

insured, and also against any of the hazards, which may be encountered in the performance of the work.

To be eligible to be awarded the contract to perform the work required under this Invitation to Bid, all bidders shall submit a Certificate of Insurance issued from a company licensed to issue such insurance in the State of New Hampshire.

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

A. General Coverage

The Certificate of Insurance shall show the type, amount, class of operations covered, effective date and date of expiration, and includes General Liability, Automobile Liability, Excess Liability, Property Liability, all risk including Theft & Fire, in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

B. Workers' Compensation

Workers' Compensation Insurance in accordance with the provisions of New Hampshire law, in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

In the event that any class of employees engaged in hazardous work under the awarded Contract are not protected under the Workers' Compensation statute, the selected Contractor shall provide adequate Employer's Liability Insurance for the protection of those employees.

C. Subcontractor Insurance

The selected Contractor shall require any and all subcontractors under the awarded contract to provide the same general coverage insurance and Worker's Compensation Insurance as described above for all employees that are to be engaged in such work.

D. Cancellation of Insurance

The cancellation of any insurance held by the selected Contractor and any and all subcontractors under the awarded Contract will automatically cancel any Contract or Bid.

### XIII. WARRANTY

All prospective Bidders shall provide all written information on the warranty available for the building.

### XIV. LAWS, PERMITS AND LICENSING

It shall be the responsibility of the selected Contractor to adhere to and comply with all federal, state and local laws, regulations, and codes as well to all standards and practices

relating to the work being performed or services delivered. In addition, it is the selected contractor's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services delivered.

The selected Contractor will pay for any permits, licenses and certificates required to perform the work that is required by any law or regulation, except the Town building and electrical permits.

All disputes shall be decided under the laws of the State of New Hampshire.

In order to ensure faithful fulfillment of its terms, each Bid proposal shall be accompanied by the following: